

DRINKER BIDDLE & REATH LLP

A Delaware Limited Liability Partnership

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Frank Velocci (FV 2185)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

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	:	Chapter 11
In re	:	
	:	Case No. 05-44481-rdd
DELPHI CORPORATION, <i>et al.</i> ,	:	
	:	(Jointly Administered)
Debtors	:	
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**LIMITED OBJECTION OF QEK GLOBAL SOLUTIONS (US), LP TO ASSUMPTION
AND/OR ASSIGNMENT OF UNEXPIRED LEASE TO QUALIFIED BIDDER IN
CONNECTION WITH SALE OF CATALYST BUSINESS**

QEK Global Solutions (US), LP (“QEK”), by and through its undersigned counsel,
hereby objects to the Debtors’ proposed assumption and assignment of a purported lease between
the Debtors and QEK and states the following:

1. Pursuant to the Order Under 11 U.S.C. § 363 And Fed. R. Bankr. P. 2002 And
9014 (i) Approving Bidding Procedures, (ii) Granting Certain Bid Protections, (iii) Approving
Form And Manner Of Sale Notices, And (iv) Setting A Sale Hearing entered on June 29, 2007,
the Debtors entered into a Master Sale And Purchase Agreement for the sale of substantially all
of the assets primarily used in the catalyst business of the Debtors.
2. On August 1, 2007, the Debtors sent to QEK a Notice Of Assumption And/Or
Assignment Of Executory Contract Or Unexpired Lease To Qualified Bidder In Connection To
Sale of Catalyst Business (the “Assumption Notice”). The Assumption Notice is attached hereto
as Exhibit A.

3. Exhibit 1 to the Assumption Notice states unintelligibly that “Leased VEL Test Vehicles” is QEK’s “Contract to be assumed and/or assigned” to the Purchaser.

4. The phrase “Leased VEL Test Vehicles” is not a known unexpired lease or executory contract to QEK. Furthermore, QEK is not aware of any vehicles that are currently being leased to the Debtors that are being used in its catalytic business.

5. QEK has requested more information from the Debtors and the Debtors have not been able to provide QEK with a copy of the purported unexpired lease(s) or even a vehicle identification number for a “test vehicle” that is purportedly being assumed and assigned pursuant to the sale of the catalytic business.

6. QEK objects to the Assumption Notice because it provides no notice to QEK as to any vehicles, unexpired leases or executory contracts of QEK that the Debtors are purportedly assuming and assigning to Purchaser.

WHEREFORE, QEK respectfully requests that the Court enter an order denying the assumption and/or assignment of any of QEK's leases or contracts to the Purchaser of the catalytic business.

Dated: August 14, 2007

/s/ Frank F. Velocci
Frank F. Velocci (FV 2185)
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-and-

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